

RECORDATION NO. 11875-A Filed 1425



Pullman Leasing Company

JUN 15 1984 - 12 35 PM

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

INTERSTATE COMMERCE COMMISSION

June 13, 1984

4-167A039

Interstate Commerce Commission
Office of Recordation
Room 2303
12th & Constitution Avenue
Washington, D.C. 20423

No.

Date

JUN 15 1984

Fee \$

10.00

RECEIVED

JUN 15 12 30 PM '84
FEE OPERATION BR.
I.C.C.

Re: Filing
Supplemental Agreement
Equipment Trust Agreement
Dated as of June 1, 1980
(Series 8)

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement (hereinafter referred to as the "Supplement") dated as of April 15, 1984 between The Northern Trust Company, as Trustee (hereinafter referred to as the "Trustee") and Pullman Transport Leasing Company. The Agreement was filed with the Commission on June 6, 1980 and was assigned Recordation Number 11875.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of August 15, 1983 was filed with the Commission on October 19, 1984 and was assigned Recordation No. 11875-C.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Pullman Leasing Company, Pullman Rail Leasing Inc. and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefore other units of equipment.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$10.00 as the fee for recording the Supplement.

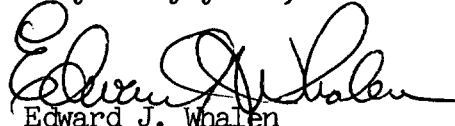
*I am enclosing
Eddie Price*

ICC- Office of Recordation
June 13, 1984
Page Two

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,


Edward J. Whalen
Vice President

EJW/drs
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

6/15/84

OFFICE OF THE SECRETARY

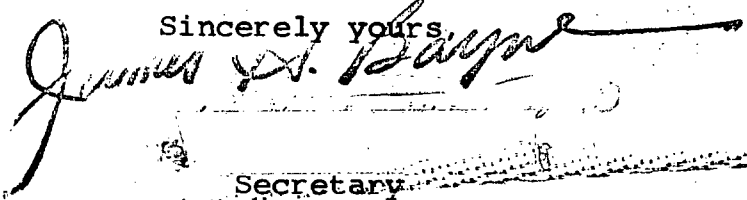
Edward J.
Edward C. Whalen, VP
Pullman Leasing Co.
200 S. Michigan Avenue
Chicago, Illinois 60604

Dear
Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/15/84 at 12:35pm and assigned recordation number(s).

11875-D

Sincerely yours,


Secretary

Enclosure(s)

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 4

RECORDATION NO. 11875-2 Filed 1425

JUN 15 1984 :12 25 PM

INTERSTATE COMMERCE COMMISSION

PULLMAN LEASING COMPANY

EQUIPMENT TRUST

(Series 8)

SUPPLEMENTAL AGREEMENT NO. 3

Dated as of April 15, 1984

TO

EQUIPMENT TRUST AGREEMENT

Dated as of June 1, 1980

BY AND BETWEEN

The Northern Trust Company
Trustee

AND

Pullman Leasing Company
(Presently known as Pullman Rail Leasing Inc.)

SUPPLEMENTAL AGREEMENT NO. 3
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 1, 1980
(Series 8)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of April 15, 1983, by and between The Northern Trust Company, a national banking association incorporated and existing under the laws of the United States, as Trustee (hereinafter called the "Trustee"), Pullman Rail Leasing Inc., a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company") and Pullman Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "PLC").

WHEREAS, the Trustee and the Company, originally Pullman Leasing Company, entered into an Equipment Trust Agreement, dated as of June 1, 1980 and have heretofore supplemented and amended such Equipment Trust Agreement (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, the Company and PLC entered into a Supplemental Agreement dated as of February 26, 1981 whereby PLC assumed as primary obligor, jointly and severally with the Company, pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by the Company; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement dated as of February 26, 1981; and Supplemental Agreement No. 1 dated as of May 15, 1981; and Supplemental Agreement No. 2 dated as of August 15, 1983; and


WHEREAS, the Trustee, the Company and PLC desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, the Company and PLC agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1982. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution of the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
3. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee, the Company and PLC have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:


Assistant Secretary


The Northern Trust Company
as Trustee

By: 
Vice President

Attest:


Assistant Secretary

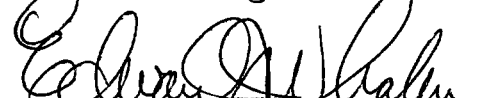
Pullman Leasing Company

By: 
Vice President

Attest:


Assistant Secretary

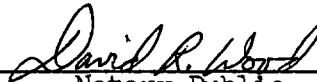
Pullman Rail Leasing Inc.

By: 
Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, David R. Wood, a Notary Public in and for such County and State, do hereby certify that Edward J. Whalen, personally known to me to be a Vice President of Pullman Leasing Company and of Pullman Rail Leasing Inc., Delaware corporations, and Samuel T. Boustead, personally known to me to be an Assistant Secretary of said corporations, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporations and caused the corporate seals of said corporations to be affixed thereto, pursuant to authority given by the Boards of Directors of said corporations, as their free and voluntary act and as the free and voluntary act and deed of said corporations, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of April, 1984.


Notary Public

My commission expires August 26, 1985.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Ruth Harnes, a Notary Public in and for such county and state, do hereby certify that N.T. ROSSON, personally known to me to be a Vice President of The Northern Trust Company, and D.S. MICHALAK, personally known to me to be an Assistant Secretary, of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this day of 1984.


Notary Public

My Commission Expires July 31, 1985

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 1, 1980
(Series 8)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
4	4750 cu. ft., 100-ton capacity covered hopper car	PLCX 19272, 19298, 19432, 19809	\$127,206.00	9/79
5	4750 cu. ft., 100-ton capacity covered hopper cars	PLCX 21330, 21374, 21400, 21410, 21443	160,728.00	10/79
3	4750 cu. ft., 100-ton capacity covered hopper car	PLCX 21570, 21587, 21609	96,311.00	11/79
1	4750 cu. ft., 100-ton capacity covered hopper cars	PLCX 21938	31,191.00	12/79
<u>13</u>			<u>\$415,436.00</u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF JUNE 1, 1980
(Series 8)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment first put into use no later than</u>
<u>9</u>	23,500 gal. coiled and insulated tank cars	PLCX 224115 thru 224123	<u>\$502,875.00</u>	<u>\$431,969.67</u>	2/80